

MIDTOWN ALEXANDRIA STATION CONDOMINIUM  
UNIT OWNERS' ASSOCIATION  
Policy Resolution No. 17-02  
(Revised Policy Concerning Moving Into and Out of MASC)

WHEREAS, Article III, Section 3.1 of the Bylaws of The Midtown Alexandria Station Condominium Unit Owners' Association ("Bylaws") assigns to the Board of Directors ("Board") all the powers and duties necessary for the administration of the Unit Owners' Association ("Association") and provides that the Board may do all such acts and things as are not prohibited by the Condominium Act, the Declaration or by the Bylaws required to be exercised and done by the Association;

WHEREAS, Article III, Section 3.1(6) of the Bylaws provides that the Board shall have the power to adopt rules and regulations;

WHEREAS, Article III, Section 3.1(3) of the Bylaws imposes upon the Board the duty and power to provide for the operation, care, upkeep, and maintenance of all of the Association property; and

WHEREAS, the Board has decided that it is in the best interest of the Association to promulgate a resolution which establishes a policy assessing fees to offset the wear and tear on the Common Elements from move-in activity; and

WHEREAS, the Board has decided that it is in the best interest of the Association to promulgate a resolution which establishes a policy requiring the submission of certain documents before a resident will be allowed to move into the Association; and

WHEREAS, the Board has decided that it is in the best interest of the Association to promulgate a resolution which establishes a policy requiring that all moves into and out of the building be conducted through the loading dock;

NOW, THEREFORE, BE IT RESOLVED THAT the Board adopts the following policy regarding moving into and out of the Association.

A. Move-in Fees

a. Move-in Fees shall be assessed as follows:

- i. **\$250.00 for a full move into the building by a new resident.**
- ii. \$100.00 for a move into the building by a roommate.
- iii. \$100.00 for a move into a furnished condominium within the building.
- iv. \$100.00 for a move from one condominium to another condominium within the building.

B. Moving damage security deposit

a. A refundable damage deposit shall be required as follows:

- i. \$500.00 for a full move into or out of the building.
  - ii. \$250.00 for a partial move that may occur into or out of the building.
- b. The deposit is refundable after inspection by the Association's management and confirmation that the move caused no damage to the Association common elements.

- c. The purpose of the pre- and post-move inspection is to protect against disputes over which unit caused any damage to common elements. Damage noted on the pre-inspection report will not be held against the moving unit, unless they previously caused that damage. The inspections are for the benefit of both the unit owner and the Association, and an uninspected move may subject the unit owner to liability for damage not caused by his move (because there's no pre-move inspection report documenting that the damage was pre-existing).
- C. Documents required before the Association will permit a resident to move in.
  - a. New unit owners: A legible copy of the HUD-1 from the closing of the unit purchase.
  - b. Tenants: A legible copy of the lease and the Association's lease addendum, executed by both the landlord and tenant.
  - c. New unit owners and tenants who have not provided the required documents to management will not be permitted to use the loading dock or the freight elevator or be otherwise permitted to move furniture or other belongings into the building.
  - d. Neither management nor the concierge is authorized to allow access to the loading dock for any move into the building in the absence of the required documents.
- D. Moves must be performed through the loading dock.
  - a. Delivery and removal of furniture is allowed only through the loading dock.
  - b. Moving in and out of units is permitted only through the loading dock.
  - c. While residents may move small items or boxes in personal vehicles through the garage, moving in or out of units through the garage (to avoid move-in fees or otherwise) is prohibited, and violating this rule may result in the assessment of move-in fees and other disciplinary action pursuant to the Association's due process resolution.
  - d. One benefit of moving through the loading dock is that the concierge and management have established procedures for pre- and post-move inspections of the moving path to identify any pre-existing damage to the common elements; absent such inspection, the unit owner of the unit involved may be held liable for the cost of repairing such pre-existing damage. The inspections protect both the unit owner and the Association.
- E. Use of Association carts in moves.
  - a. The Association may, from time to time, provide a heavy-duty flat bed cart or a dolly that may be borrowed and used on the premises to facilitate moving items into and out of units within the building.
  - b. Other than a heavy-duty flat bed cart or dolly, if any, residents may not use any Association luggage cart, mail cart, or other equipment to move furniture or other heavy items in or out of units. (The luggage and mail carts are expensive and are built for light-duty transport of luggage and small packages. Using these devices for moves adds unnecessary wear and tear and is an abuse of the privilege of borrowing those devices. Residents who violate this rule may be required to pay the full cost to replace the equipment, whether their actions damaged the equipment or not. These light-duty carts may also be borrowed by residents for no more than 30 minutes.)
- F. Move-in allowed only for units in good standing
  - a. No tenant or new unit owner will be allowed to move into the building unless the homeowner account for the unit in question is in good standing.

2017.12.04. Revised Moving In and Out Policy

Page 3 of 3

- b. Landlords with an outstanding HOA or other balance will not be able to have a new tenant move into their unit until their account is brought current.

VI. Effective Date

This policy will take effect on the date of January 1<sup>st</sup>, 2018.

Enacted this 4<sup>th</sup> day of December, 2017.

THE MIDTOWN ALEXANDRIA STATION  
CONDOMINIUM ASSOCIATION

By   
President

2017.12.04. PR 17-02. Revised policy concerning moving in and out of MASC (final, signed).doc